

# EXHIBIT B

**AMENDMENT TO LEASE AGREEMENT**

**THIS AMENDMENT TO LEASE AGREEMENT** (the "***Amendment***") is made and entered into effective as of this \_\_\_\_ day of May, 2007 (the "***Effective Date***") by and between **U.S. 41 & I 285 COMPANY**, a New York general partnership, whose address is c/o Mall Properties, Inc. 654 Madison Avenue, New York, New York 10021 (the "***Landlord***") and **BED BATH & BEYOND INC.**, a New York corporation, whose address is 650 Liberty Avenue, Union, New Jersey 07083 (the "***Tenant***").

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant entered into that certain Lease Agreement dated October 3, 2005 (the "***Lease***") for certain premises (hereinafter the "***Premises***") situated in that certain shopping center commonly known as Akers Mill Square shopping center in Cobb County, Georgia (hereinafter, the "***Shopping Center***"); the Premises and the Shopping Center being more particularly described in the Lease; and

**WHEREAS**, the parties wish to amend the Lease as more particularly set forth below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Landlord and Tenant, the parties hereby agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Capitalized terms used herein that are not defined in this Amendment, shall have the meaning attributable to such terms in the Lease.
3. **Exhibit B**. Exhibit B annexed to the Lease is hereby deleted, and the Exhibit annexed to this Amendment identified as "**Exhibit B**" and by this reference made a part hereof, shall be substituted therefor. All references to Exhibit "B" or the Site Plan, as applicable, in the Lease shall now be deemed to refer to the **Exhibit "B"** hereto annexed. All references in the Lease to Tenant's "Critical Area" shall refer to the Critical Area shown on **Exhibit "B"** hereto annexed.
4. **Pylon Signage**. Pursuant to the provisions of Section 7.2 of the Lease, Landlord elects to replace the Existing Pylon, at Landlord's sole expense, with a new pylon sign pursuant to the sign drawing attached hereto as **Exhibit "F-1"** and by this reference made a part hereof (the "***Replacement Pylon***"). Tenant hereby approves the design of the Replacement Pylon and the position of Tenant's sign panel shown on **Exhibit "F-1"**. Landlord shall, at Landlord's sole expense, furnish and install Tenant's sign panels, which panels shall be designed by Tenant, in the same position on each side of the Replacement Pylon. The Replacement Pylon shall be subject to applicable local rules, codes, ordinances, regulations and requirements.
5. **Site Improvements to be Constructed by Landlord**. As part of Landlord's refurbishment of the Shopping Center as shown on **Exhibit "B"** attached, Landlord has

requested and Tenant has agreed that Landlord shall have the right to perform site improvements in the parking fields and sidewalk immediately in front of Tenant's building ("**Landlord's Work**"). In connection with the performance of Landlord's Work, Landlord and Tenant agree as follows:

(a) Landlord shall perform Landlord's Work, at Landlord's sole cost and expense, in accordance with all applicable local rules, codes, ordinances, regulations and requirements;

(b) Landlord's Work shall be performed in two (2) phases, as shown on the Site Construction Plan attached hereto as Exhibit "A-1", the Phase I Demo Plan attached hereto as Exhibit "A-2", the Phase II Demo Plan attached hereto as Exhibit "A-3", the Sidewalk Demolition Plan attached hereto as Exhibit "A-4", and the Sidewalk Construction Plan attached hereto as Exhibit A-5". The foregoing exhibits are herein collectively referred to as the "Construction Plans" and are incorporated herein by reference;

(c) Landlord's Work shall be performed in accordance with the Construction Schedule attached hereto as Schedule "1" and incorporated herein by reference;

(d) Landlord anticipates completing the Landlord's Work shown on Schedule "1" on or before August 1, 2007. Tenant agrees that, notwithstanding the provisions of Section 5.2.1 and 5.2.2 of the Lease, Landlord may perform site improvements and building construction other than Landlord's Work (and therefore such other work will be in areas outside of Tenant's sidewalk and parking field) during the month of August 2007;

(e) If Landlord's Work is not completed by August 1, 2007, Landlord shall pay Tenant the sum of Three Thousand and no/100 Dollars (\$3,000.00) per day for each day after August 1, 2007 until Landlord's Work is complete; and

(f) Landlord shall, at Landlord's sole expense, place two (2) signs at the location shown on the Construction Plans indicating that Tenant is open during construction.

6. Each party represents and warrants to the other that no broker or finder has acted on its behalf in connection with this Amendment or the transaction contemplated hereby. Landlord and Tenant each agree to indemnify and hold harmless the other from and against any claim or demand for commission or other compensation by any other broker, finder, or similar agent claiming to have been employed by or on behalf of such party.

7. Except as set forth in this Amendment, all provisions of the Lease shall remain unchanged and in full force and effect and are hereby reaffirmed by the parties hereto.

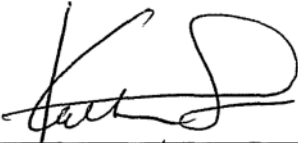
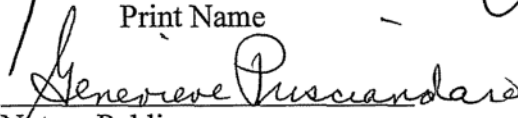
8. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which together shall be deemed a single instrument.

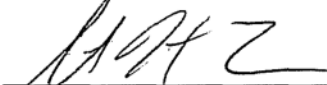
**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment under seal as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**TENANT:**

**BED BATH & BEYOND INC.**  
a New York corporation

  
Witness: Katherine Sloss  
Print Name  
  
Notary Public

By:   
Name: Steven H. Temares  
Title: Chief Executive Officer

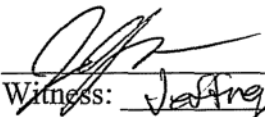
My Commission Expires: 11/4/07


**GENEVIEVE PRISCIANDARO**  
Notary Public - State of N.J.  
My Commission Expires 11/4/07

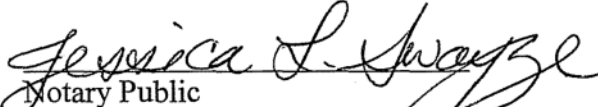
Signed, sealed and delivered  
in the presence of:

**LANDLORD:**

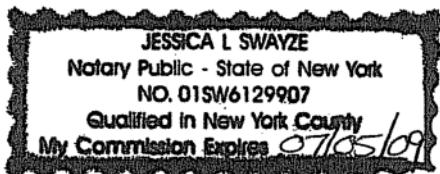
**U.S. 41 & I 285 COMPANY,**  
a New York general partnership

  
Witness: Justin Garden  
Print Name

By:   
Morton L. Olshan  
Managing Partner

  
Notary Public

My Commission Expires: July 5, 2009



[illegible]

CURB CONSTRUCTION

ASPHALT TOPPING  
\$ STRIPING

TEMPORARY CONSTRUCTION FENCE

"BBB OPEN DURING  
CONSTRUCTION" SIGNS

5.0.07

PHASE I DEMO PLAN

EXISTING 1 STORY BLDG. 1  
24,147 SF OF RETAIL FLOORSPACE

EXISTING 1 STORY BLDG. 1  
11,337 SF OF RETAIL FLOORSPACE

EXISTING 1 STORY BLDG. 1  
11,337 SF OF RETAIL FLOORSPACE

EXISTING 1 STORY BLDG. 1  
11,337 SF OF RETAIL FLOORSPACE

OPEN DURING PHASE I DEMO

PHASE I DEMO PLAN

50.07

**AKERS MILL SHOPPING CENTER**

SW SITE DEMOLITION PLAN 30 SCALE

MALL PROPERTIES, INC.  
4317 Park Drive - Suite 480  
Norcross, Georgia 30062  
Phone: (770) 446-2311  
Fax: (770) 446-2311  
www.mallproperties.com

## Phase II Dend

PHASE II  
MILLING

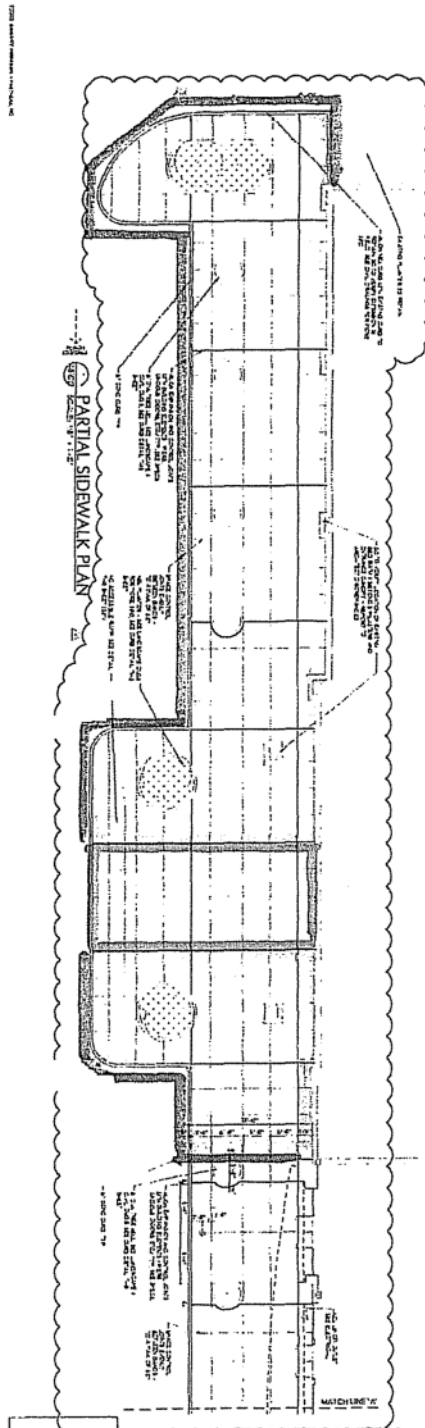
TEMPORARY  
CONSTRUCTION  
FENCE

BBB  
"OPEN DURING  
CONSTRUCTION"  
SIGNS

5.5.07

EXHIBIT "A-4"  
SIDEWALK DEMOLITION PLAN

SIDEWALK DEMOLITION PLAN



PHASE I DEMOLITION

PHASE II DEMOLITION

IMMEDIATELY REPLACED WITH  
A TEMPORARY PLYWOOD WALKWAY

TEMPORARY BARRICADE

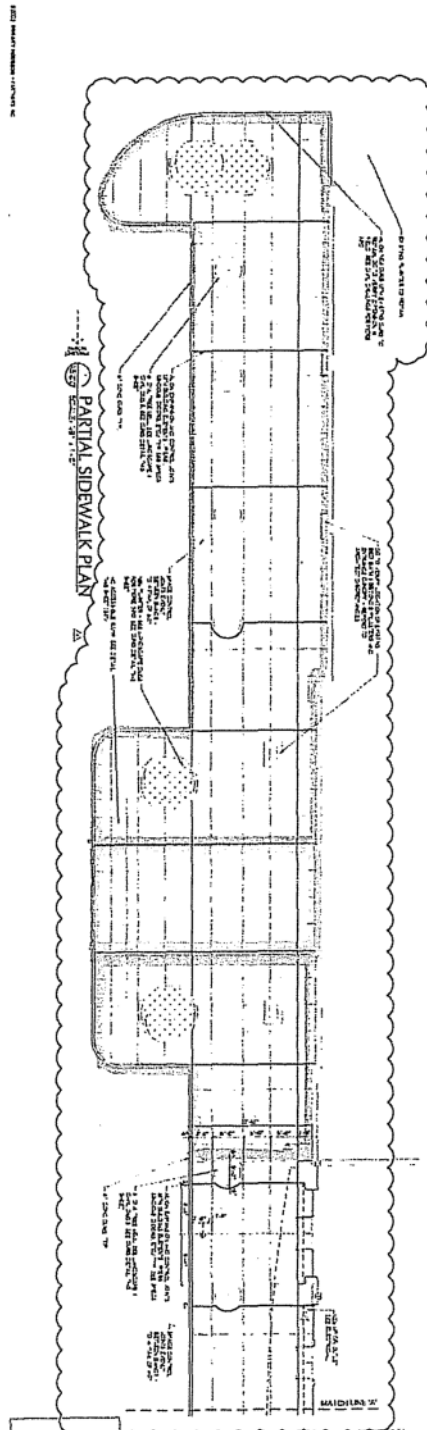
5.8.07

*[Handwritten signature]*



EXHIBIT "A-5"  
SIDEWALK CONSTRUCTION  
PLAN

SIDEWALK CONSTRUCTION PLAN



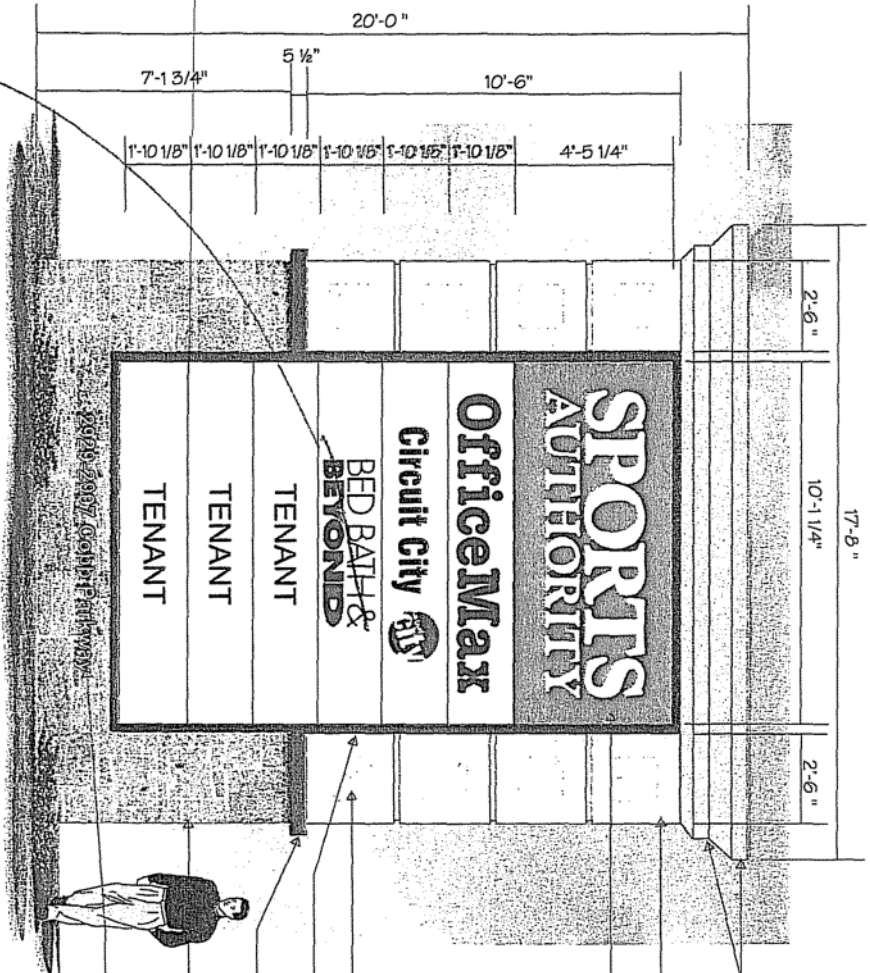
PHASE I CONSTRUCTION

PHASE II AFTER HEAVY CONSTRUCTION

5.8.07

SEE SHEET 2 OF 2 (EXH. F-1)

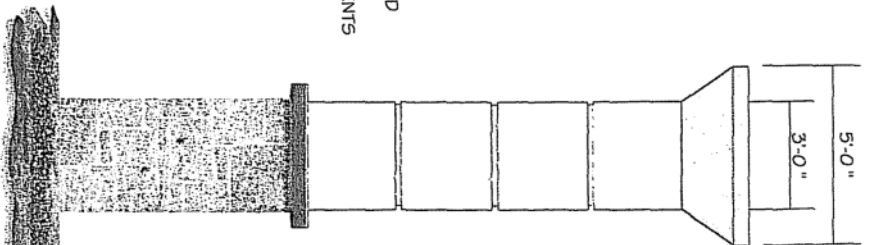
D/F PYLON SIGN ELEVATION



- EIFS FINISH COLOR #1 OVER METAL STUD FRAMING
- EIFS FINISH COLOR #1 OVER METAL STUD FRAMING
- EIFS FINISH COLOR #1 OVER METAL STUD FRAMING
- FABRICATED ALUM. TENANT CABINET AND INDIVIDUAL FLAT 1/25" ALUM. FACES (SPORTS AUTHORITY FACE PAINTED MAR #10844 RED, SATIN FINISH)
- PAINTED COLOR #2. FACES TO BE ROUTED AND BACKED WITH .177" TRIMS, ACRYLIC COLOR(S) PER TENANT AND L.L. APPROVAL
- FACES ATTACHED WITH C.S. SCREWS THRU FACE PAINTED COLOR #1.
- CABINET IS INTERNALLY ILLUMINATED WITH BOOMA FLUORESCENT LAMPS.
- \*\* TENANTS TO PROVIDE VECTOR FORMATTED DIGITAL ART PRIOR TO FABRICATION.
- WHITE EIFS ARCHITECTURAL EMBELLISHMENTS SIGN AND EIFS.
- PROFESSIONAL CAULKING BETWEEN ALUM. SIGN AND EIFS.
- EIFS FINISH COLOR #3 OVER METAL STUD FRAMING
- STONE OR BRICK (TYP) TO MATCH BUILDING FACADE(S)
- .125" FLAT ALUMINUM CUT OUT LETTERS PAINTED COLOR #4, AND PIN MOUNTED 1" OFF FACE OF EIFS.

COLOR SCHEDULE	
COLOR #1:	
COLOR #2:	
COLOR #3:	
COLOR #4:	

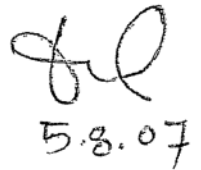
END VIEW



<p><b>Ad Vice</b></p> <p>od vice, inc. 7122 meachamsville trpk, meachamsville, va 23111 phone: (804) 730-0503 fax: (804) 746-5210 toll free (877) 877-0173 www.advicestudios.com</p> <p>© Copyright ad vice, inc 2006</p> <p><b>THIS SIGN MUST BE UL LISTED AND APPROVED</b></p>		<p>This drawing is the sole property of Ad Vice, Inc. Reproduction of these drawings is strictly prohibited without the written consent of Ad Vice, Inc. Use of this design in full or part is strictly prohibited. All drawings and design concepts remain the property of Ad Vice, Inc.</p>
Customer Approved:		
Date:		
Client:	MALL PROPERTIES	
Project:	AKERS MILL SQUARE	
Location:	COBB PARKWAY N.W., ATLANTA, GEORGIA	
Drawing #:	1605-1	
Scale:	1/4" = 1'-0"	
Date:	DECEMBER 11, 2006	
Revision #	Revision Date:	
1	JANUARY 10, 2007	
2	FEBRUARY 1, 2007	
3	FEBRUARY 5, 2007	

THIS PRINTED COLOR RENDERING IS INTENDED TO BETTER APPROXIMATE COLOR HUES AND DISTRIBUTION. BEST EFFORTS HAVE BEEN MADE TO SIMULATE THE ACTUAL COLORS; HOWEVER, EXACT COLORS CAN ONLY BE SEEN FROM THE SPECIFIED COLOR SYSTEM'S CMF OR SAMPLE.

EXHIBIT F-1 (sheet 1 of 2)





## Fuller's

ID	Task Name BY OWNER	Duration	Start	Finish
1	Notice to Proceed/ Contract	1 day	Fri 4/13/07	Fri 4/13/07
2	Bed, Bath & Beyond Sidewalk	12 days	Mon 4/16/07	Tue 5/1/07
3	Mobilize	1 day	Mon 4/16/07	Tue 4/17/07
4	Install Temporary Barricades/ Signage	4 days	Wed 4/18/07	Mon 4/23/07
5	Phase I Sidewalk - Demolition	1 day	Tue 4/24/07	Tue 4/24/07
6	Phase I Sidewalk - Form Curb & Gutter	1 day	Wed 4/25/07	Wed 4/25/07
7	Phase I Sidewalk - Pour Curb & Gutter	2 days	Thu 4/26/07	Fri 4/27/07
8	Phase II Sidewalk - Demolition	1 day	Mon 4/30/07	Mon 4/30/07
9	Phase II Sidewalk - Install Temporary Plywood Sidewalk	1 day	Mon 4/30/07	Tue 5/1/07
10	Phase II Sidewalk - Alter Hours Forming & Pour Back	1 day	Tue 5/1/07	
11	Bed, Bath & Beyond Parking Lot	26 days	Mon 4/16/07	Mon 5/21/07
12	Mobilize	1 day	Mon 4/16/07	Tue 4/17/07
13	Phase I - Install Temporary Barricades	2 days	Wed 4/18/07	Thu 4/19/07
14	Temporarily Stripe Traffic Lane	1 day	Fri 4/20/07	Tue 4/24/07
15	Phase I - Mill Parking Lot	2 days	Mon 4/23/07	Fri 4/27/07
16	Phase I - Install New Curbs	3 days	Wed 4/25/07	Tue 5/1/07
17	Phase I - Install Asphalt Topping	2 days	Mon 4/30/07	Thu 5/3/07
18	Phase I - Stripe Parking Lot	0 days	Thu 5/3/07	Fri 5/4/07
19	Reopen Phase I Parking Lot	2 days	Mon 5/7/07	Thu 5/10/07
20	Phase II - Demo Parking Lot Curbs	3 days	Wed 5/9/07	Fri 5/11/07
21	Phase II - Mill New Curbs	2 days	Wed 5/16/07	Thu 5/17/07
22	Phase II - Install Asphalt Topping	2 days	Fri 5/18/07	Mon 5/21/07
23	Phase II - Stripe Parking Lot	0 days	Mon 5/21/07	
24	Reopen Phase II Parking Lot			

Bed, Bath & Beyond Sidewalk

Notice to Proceed/ Contract 1 day

Mobilize 1 day

Install Temporary Barricades/ Signage 4 days

Phase I Sidewalk - Demolition 1 day

Phase I Sidewalk - Form Curb & Gutter 1 day

Phase I Sidewalk - Pour Curb & Gutter 1 day

Phase II Sidewalk - Demolition 2 days

Phase II Sidewalk - Install Temporary Plywood Sidewalk 1 day

Phase II Sidewalk - Alter Hours Forming & Pour Back 1 day

Bed, Bath & Beyond Parking Lot

Mobilize 1 day

Phase I - Install Temporary Barricades 1 day

Phase I - Demo Parking Lot Curbs 2 days

Temporarily Stripe Traffic Lane 1 day

Phase I - Mill Parking Lot 2 days

Phase I - Install New Curbs 3 days

Phase I - Install Asphalt Topping 2 days

Phase I - Stripe Parking Lot 2 days

Reopen Phase I Parking Lot

Phase II - Demo Parking Lot Curbs 1 day

Phase II - Mill New Curbs 2 days

Phase II - Install Asphalt Topping 3 days

Phase II - Stripe Parking Lot 2 days

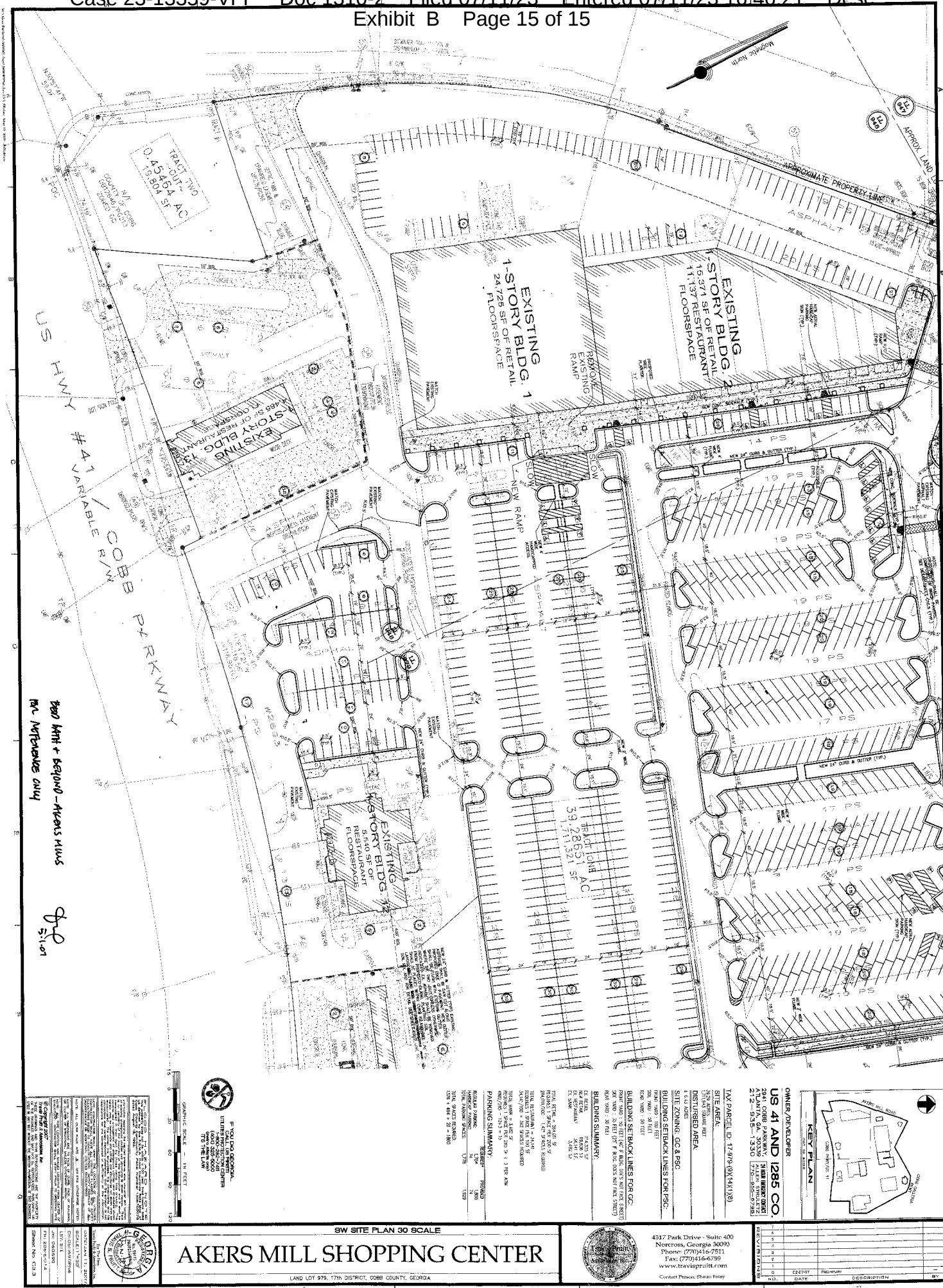
Reopen Phase II Parking Lot

01/19/07

5.8.07







FROM RAMP + BEYOND - ALIENS RIVER  
FOR RETAILERS ONLY

Simon

**NOTES:**  
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS AND BRIDGES, AND THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS AND HELIPORTS.  
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF WATERWAYS AND MARINE FACILITIES.  
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF UTILITIES AND STRUCTURES.  
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF LANDSCAPE ARCHITECTURE.  
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ENVIRONMENTAL ENGINEERING.  
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HISTORIC PRESERVATION.  
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF TRANSPORTATION PLANNING AND DESIGN.  
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF TRANSPORTATION OPERATIONS AND MAINTENANCE.  
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF TRANSPORTATION SAFETY.  
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE GEORGIA DEPARTMENT OF TRANSPORTATION (DOT) STANDARD SPECIFICATIONS FOR CONSTRUCTION OF TRANSPORTATION SECURITY.



# AKERS MILL SHOPPING CENTER



4317 Park Drive - Suite 400  
Norcross, Georgia 30093  
Phone: (770) 416-7511  
Fax: (770) 416-7512  
www.travispruitt.com  
Contact Person: Sharon Foley

**OWNER/DEVELOPER**  
US 41 AND 1285 CO.  
2941 COBB PARKWAY, SUITE 100  
ALPHARETTA, GA 30009  
770-416-7511  
770-416-7512



NO.	REVISION	DATE	DESCRIPTION
1	ISSUED FOR PERMIT	10/11/2023	ISSUED FOR PERMIT
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		